



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



December 20, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**SUPPLEMENTAL LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE
COUNTY OF LOS ANGELES AND THE CITY OF PASADENA FOR THE 2006
TOURNAMENT OF ROSES PARADE
(5TH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the agreement for law enforcement services to the City of Pasadena during the 117th Tournament of Roses Parade on January 2, 2006, at an estimated cost of \$519,144.09.
2. Instruct the Mayor of the Board of Supervisors to sign the agreement with the City of Pasadena.
3. Authorize the Sheriff to modify the deployment of personnel in Section 3 of the agreement provided that any increase in service is fully reimbursed by the City of Pasadena.
4. Authorize the Sheriff to provide the requested services.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The City of Pasadena has requested that the County of Los Angeles, through the Los Angeles County Sheriff's Department (Department), provide law enforcement services during the City's annual Tournament of Roses Parade on January 2, 2006.

A Tradition of Service

The number of spectators and vehicles that enter the City of Pasadena to attend this event requires supplemental law enforcement services to provide adequate police protection and traffic control. The City of Pasadena is desirous of contracting with the County for additional law enforcement services through the Department.

Implementation of Strategic Plan Goals

This recommended action conforms with Los Angeles County's Strategic Plan, Goal 3: Organizational Effectiveness, and Goal 4: Fiscal Responsibility. By combining resources, the Pasadena Police Department and the Sheriff's Department enhance public safety during the Tournament of Roses Parade. All Sheriff's Department costs are fully reimbursed by the City of Pasadena.

FISCAL IMPACT / FINANCING

The estimated charges and staffing are based on rates developed by the Auditor-Controller. The County will be reimbursed by the City of Pasadena for all costs incurred at the current rates established by the Auditor-Controller. The Tournament of Roses Parade will not have any impact on the resources provided to the unincorporated patrol areas, as staffing will be provided by the Sheriff's sworn and professional staff on voluntary overtime basis. The estimated total number of personnel required is 696, totaling 9,048 hours (at 13 hours per employee). The contract provides for the use of reserve deputy sheriff personnel who will augment the assignment of the regular deputy sheriff personnel. The reserve deputy sheriffs will be compensated.

<u>Sheriff's Personnel</u>	<u>Hourly Rate</u>	<u># of Persons</u>	<u>Total Hours</u>	<u>Total Cost</u>
Deputy Sheriff - Area Commander	122.11	1	13	1,587.43
Deputy Sheriff - Captain	108.21	1	13	1,406.73
Deputy Sheriff - Lieutenant	87.81	16	208	18,264.48
Deputy Sheriff - Sergeant	73.16	51	663	48,505.08
Deputy Sheriff - Bonus II	72.48	18	234	16,960.32
Deputy Sheriff - Bonus I	60.11	100	1,300	78,143.00
Deputy Sheriff - Generalist	56.02	378	4,914	275,282.28
Deputy Sheriff - Reserve	44.91	50	650	29,191.50
Operations Assistant III	45.57	1	13	592.41
Operations Assistant II	39.79	1	13	517.27
Public Response Dispatcher II	35.12	10	130	4,565.60
Corrections/ Custody Assistant	36.17	10	130	4,702.10
Custodian	20.36	4	52	1,058.72
Law Enforcement Technician	32.49	17	221	7,180.29

<u>Sheriff's Personnel</u>	<u>Hourly Rate</u>	<u># of Persons</u>	<u>Total Hours</u>	<u>Total Cost</u>
Parking Control Officer	28.21	16	208	5,867.68
General Maintenance Worker	30.13	4	52	1,566.76
Secretary V	35.21	2	26	915.46
Senior Criminalist	62.93	2	26	1,636.18
Supervising Public Response Dispatcher	39.11	2	26	1,016.86
Inventory Control Assistant II	27.61	1	13	358.93
Electronic Communications Technician	50.14	2	26	1,303.64
Custody Records Clerk II	29.69	2	26	771.94
Evidence & Property Custodian III	34.27	1	13	445.51
Word Processor II	29.69	1	13	385.97
Station Clerk II	29.69	1	13	385.97
Security Officers	27.14	4	52	1,411.28
Subtotal				504,023.39
Liability Insurance: 3%				15,120.70
TOTAL				519,144.09

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Per California Government Code Section 51301, the Sheriff, through contractual agreement, is authorized to provide the requested services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact to current County services. The Tournament of Roses Parade will be staffed by deputy personnel on overtime status.

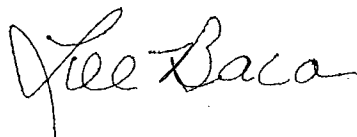
CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer, Board of Supervisors, return three originally executed agreements, by the Mayor of the Board, to the Sheriff's Department's Contract Law Enforcement Bureau for further processing.

The Honorable Board of Supervisors
December 20, 2005
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The Departmental contacts for this requested action are Captain Edward F. Rogner or Lieutenant Richard T. Mouwen of Contract Law Enforcement Bureau. They may be reached at (323) 526-5737.

Sincerely,

A handwritten signature in cursive script that reads "Leroy D. Baca". The signature is written in dark ink and is positioned above the printed name and title.

LEROY D. BACA
SHERIFF

1 AGREEMENT FOR LAW ENFORCEMENT SERVICES
2 FOR THE PASADENA TOURNAMENT OF ROSES PARADE

3
4 This Agreement, dated for purposes of reference only on
5 _____, 2005, is made by and between the COUNTY OF
6 LOS ANGELES, hereinafter referred to as "County," and the CITY OF
7 PASADENA, hereinafter referred to as "City."

8 RECITALS:

9 A. The City of Pasadena and the Tournament of Roses
10 Association will stage and conduct the annual Tournament of Roses
11 Parade on January 2, 2006.

12 B. The number of spectators and vehicles that enter the
13 City to attend these events is so great that the City Police
14 Department will require considerable assistance to provide
15 adequate police protection and traffic control.

16 C. The City is desirous of contracting with the County for
17 the provision of additional law enforcement services by the
18 County Sheriff's Department, and the Sheriff's Department is
19 willing to provide these services.

20 D. Such contractual agreements are authorized and provided
21 for in the Charter of the County of Los Angeles, Section 56-1/2
22 and 56-3/4, and in the State of California Government Code,
23 Section 51301.

24 THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

25 1. The County agrees to provide to the City law enforcement
26 services according to a plan for law enforcement as developed and
27 approved by the Sheriff and the Police Chief of the City subject
28 to the conditions set forth in paragraph 2 and 3 for the

1 following dates inclusive: January 1, 2006 through January 2,
2 2006. The services provided pursuant to this Agreement shall not
3 reduce the normal and regular ongoing service that the County
4 would otherwise provide if the County did not enter into this
5 Agreement for supplemental law enforcement services.

6 2. It is the intent of the Sheriff to hire sufficient
7 volunteers to staff according to the plan referred to in
8 paragraph 1. However, to ensure the safety of the public and
9 sworn personnel, should the Sheriff determine that an insufficient
10 number of volunteers are available to staff according to the plan
11 referred to in paragraph 1, the Sheriff will notify the Chief of
12 the Pasadena Police Department no later 5:00 p.m. on Friday,
13 December 2, 2005.

14 3. The County agrees to provide to the City the following
15 classifications of personnel for use in carrying out the plan for
16 law enforcement referred to in paragraph 1 and subject to the
17 conditions set forth in this section.

18
19 Classification

20 Areas Commander	1
21 Captain	1
22 Lieutenant	16
23 Sergeant	51
24 Bonus II Deputy (Arson Explosives)	18
25 Deputy Generalist, Bonus I Deputy (Includes coverage for Special Enforcement Bureau's 26 Special Security Detail, Terrorists Early Warning Team, 27 Gang Enforcement Team)	478
28 Reserve Deputy	50

1	Operations Assistant II	1
2	Operations Assistant III	1
3	Public Response Dispatcher II	10
4	Correction Officer, Custody Assistant	10
5	Custodian	4
6	Law Enforcement Technician	17
7	Parking Control Officer	16
8	General Maintenance Worker	4
9	Secretary V	2
10	Senior Criminalist	2
11	Supervising Public Response Dispatcher	2
12	Inventory Control Assistant II	1
13	Electronic Communications Technician	2
14	Custody Records Clerk II	2
15	Evidence & Property Custodian III	1
16	Word Processor II	1
17	Station Clerk II	1
18	Security Officers	4

19

20 An amount not exceeding 200 hours of clerical and logistical

21 support time for administrative staff duties, planning and

22 preparation, which includes set-up and breakdown of logistical

23 equipment, and any other services the Sheriff may deem necessary to

24 carry out the duties assigned to the Sheriff's Department under the

25 plan for law enforcement referred to in paragraph 1, including pre-

26 event and post-event float escorts as requested by the City.

27 Notwithstanding any other provision of this Agreement, the Sheriff

28 may forthwith cancel the providing of services under this Agreement

1 if he concludes that he has insufficient available personnel to
2 provide the services required by this Agreement and to perform his
3 other duties as required by law. In the event of such a
4 circumstance, the Sheriff will provide notice of his inability to
5 provide the services on or before 5:00 p.m. Friday, December 2,
6 2005, unless circumstances preclude him, as a practical matter,
7 from giving such notice, in which event the Sheriff shall provide
8 such notice as is feasible and practical under the circumstances.

9 In the event that additional personnel, beyond the personnel
10 described herein, is requested by the City, the City agrees to
11 fully reimburse the County for the cost of all additional
12 personnel. Sheriff and Police Chief of the City must mutually
13 agree upon the amount of additional personnel needed. County,
14 through the Sheriff's Department, agrees to make best efforts to
15 provide such additional personnel.

16 4. The hours of duty performed by County employees under
17 this contract will be those established and agreed upon in the plan
18 for law enforcement described in paragraph 1.

19 5. The rendition of services to be performed by County
20 under this contract; i.e., the standards of performance, the
21 discipline of all Sheriff's Department personnel, and the control
22 of all Sheriff's Department personnel employed under this contract
23 shall be under, and remain under, the Sheriff of the County of Los
24 Angeles or his authorized representatives. In the event of any
25 dispute between the parties as to the extent of the duties and
26 functions to be rendered hereunder, or the level or extent of
27 services or manner of performance of such services, the
28 determination thereof made by the Sheriff or his authorized

representative shall be final and conclusive as between the parties hereto. The Sheriff agrees to make such determination in good faith.

6. For, and in consideration of, the rendition of the law enforcement services to be performed by the County for the City under the contract, the City agrees that it will pay the County for said services at the following hourly rates:

<u>Position</u>	<u>Hourly Rate</u>
Area Commander	122.11
Captain	108.21
Lieutenant	87.81
Sergeant	73.16
Bonus II Deputy	72.48
Bonus I Deputy	60.11
Deputy Generalist	56.02
Reserve Deputy	44.91
Operations Assistant II	39.79
Operations Assistant III	45.57
Communication Operator II	35.12
Corrections Officer, Custody Assistant	36.17
Custodian	20.36
Law Enforcement Technician	32.49
Parking Control Officer, Sheriff	28.21
General Maintenance Worker	30.13
Secretary V	35.21
Senior Criminalist	62.93
Supervising Communications Operator	39.11
Inventory Control Assistant	27.61

1 delivered to the County office described on said invoice.

2 8. The Assumption of Liability Agreement executed by the
3 parties to this Agreement and approved by the Board of
4 Supervisors on December 27, 1977, and the Joint Indemnity
5 Agreement approved by the Board of Supervisors on October 8, 1991,
6 are hereby expressly superseded and are not applicable to this
7 Agreement.

8 9. Except as otherwise provided herein, County and City
9 agree to indemnify, defend, and save harmless each other, their
10 officers, employees and agents from and against any and all
11 liability, expense, including defense costs and legal fees, and
12 claims for damages of any nature whatsoever, including, but not
13 limited to, bodily injury, death, personal injury, or property
14 damages arising from or connected with each other's operations,
15 or the services hereunder, including any worker's compensation
16 suits, liability, or expense, arising from or connected with
17 services and duties performed by each agency's employees pursuant
18 to this Agreement.

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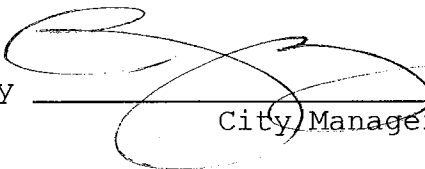
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1 IN WITNESS THEREOF, the City of Pasadena, by order of the
2 Board of Directors, causes this Agreement to be signed by its City
3 Manager and attested by its Clerk, and the County of Los Angeles,
4 by order of its Board of Supervisors, has caused these presents to
5 be subscribed by the Chairman of said Board and the seal of said
6 Board to be affixed thereto, and attested by the Clerk of said
7 Board, all on the day and year first written.

8
9 CITY OF PASADENA

10 APPROVED AS TO FORM:

11 By  _____
City Manager

12 
13  City Attorney

14 APPROVED:

15 ATTEST:

16 By  _____
Police Chief, City of Pasadena

17 
18 City Clerk

19 ATTEST:

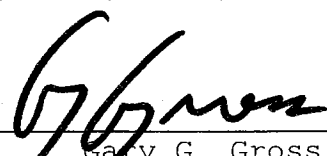
20 COUNTY OF LOS ANGELES

21 VIOLET VARONA-LUKENS
22 Executive Officer/Clerk of
23 the Board of Supervisors

24 By _____
25 Chair, Board of Supervisors

26 By _____

27 APPROVED AS TO FORM:

28 By  _____
Gary G. Gross
Senior Deputy County Counsel